

**Virginia: IN THE CIRCUIT COURT FOR THE CITY OF NEWPORT NEWS**

**ERIC S. MOORE, SR.,**

**and**

**BRENDA MOORE,**

**Plaintiffs,**

**v.**

**Case No.: CL1100361T-01**

**BAC HOME LOANS SERVICING, L.P., f/k/a  
COUNTRYWIDE HOME LOANS SERVICING, L.P.,  
a subsidiary of Bank of America, National Association,**

**and**

**FEDERAL NATIONAL MORTGAGE ASSOCIATION,  
d/b/a FANNIE MAE,**

**Defendants.**

**SERVE:** CT Corporation System, Registered Agent  
Bank of America, National Association  
4701 Cox Road, Suite 301  
Glen Allen, VA 23060-6802

**SERVE:** Julie Katzman  
Vice President and Deputy General Counsel, Litigation  
Fannie Mae  
3900 Wisconsin Avenue, NW  
Washington, D.C. 20016

**COMPLAINT**

Plaintiffs ERIC S. MOORE, SR. and BRENDA MOORE (the "Plaintiffs"), by  
counsel, state the following, in support of their Complaint against the Defendants, BAC  
HOME LOANS SERVICING, L.P. f/k/a COUNTRYWIDE HOME LOANS  
SERVICING, L.P. (hereafter "BAC Home Loans"), and FEDERAL NATIONAL

MORTGAGE ASSOCIATION, d/b/a FANNIE MAE (hereafter “Fannie Mae” and collectively referred to herein as the “Defendants”).

### **Parties and Jurisdiction**

1. The Plaintiffs are natural persons of full age of majority who, at all times relative to this Complaint, reside in the City of Newport News, Virginia.

2. The Defendant, BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, L.P. is a limited partnership engaged in the business of servicing home loans for mortgagees and noteholders. At all times relative to this Complaint, BAC Home Loans was acting as a subsidiary of Bank of America, National Association, and further conducts substantial business in the Commonwealth of Virginia by virtue of its home loans servicing.

3. Fannie Mae is a government sponsored enterprise chartered by an Act of the United States Congress in 1968. Fannie Mae conducts substantial business in the Commonwealth of Virginia.

4. Each Defendant is subject to the personal jurisdiction of this Court pursuant to Virginia Code § 8.01-328.1A(1) by virtue of its respective substantial and systematic contacts that each Defendant has with the Commonwealth of Virginia. Venue is proper in this Court.

### **Statement of Facts**

5. The Plaintiffs were previously the fee simple owners of that certain parcel of real property commonly known as 462 Waverly Place, Newport News, Virginia 23608 (hereafter the “Property”). A true and complete copy of the Deed dated August 7, 2006 conveying the Property to the Plaintiffs in fee simple is attached hereto as Exhibit “A.”

6. The Plaintiffs purchased the property through a mortgage evidenced by a promissory note in the amount of \$290,000.00 payable to American Home Mortgage, as noteholder. A true and complete copy of the Promissory Note is attached hereto as Exhibit "B."

7. At all times relative to this action, the mortgage was serviced by BAC Home Loans acting on behalf of the mortgagee and as a subsidiary of Bank of America, N.A.

8. In early 2010, the Plaintiffs became delinquent in their mortgage payments as a result of financial hardship resulting from Mr. Moore's job.

9. In or around June 2010, the Plaintiffs contacted its loan servicer, BAC Home Loans, to inquire as to their eligibility under the Make Home Affordable Program sponsored as a government initiative by the U.S. Department of Housing and Urban Development.

10. Mr. Moore spoke with a representative of BAC Home Loans by telephone and was informed that he and his wife were eligible for application to the program. Mr. Moore applied to the program over the phone and then subsequently sent an actual application package to BAC Home Loans via Federal Express delivery.

11. Mr. Moore then subsequently received in the mail a letter dated July 21, 2010 acknowledging receipt of his application and requesting additional documentation regarding his employment. A true and complete copy of the letter is attached hereto as Exhibit "C."

12. Mr. Moore complied with BAC Home Loan's request and sent in the requested information regarding employment verification.

13. Mr. Moore remained in contact with BAC Home Loan representatives on a weekly basis and was told to cease making mortgage payments pending the processing of his application.

14. Mr. Moore was told by representatives of BAC Home Loans that as long as his application was "in review" that no foreclosure proceedings would occur.

15. The Plaintiffs later began receiving demand letters from the law firm of Shapiro & Burson, L.L.P. demanding payment on behalf of the Plaintiff's mortgagee. Mr. Moore then contacted BAC Home Loans and was told by their representatives that such letters and demands were standard but that actual foreclosure would not occur so long as the application was "in review." Mr. Moore was told by BAC Home Loans to ignore the correspondence from the law firm while his application was being processed.

16. As the collection letters and demands continued, Mr. Moore was repeatedly assured that his application was being processed and that he should disregard any mail from the Shapiro & Burson firm.

17. The Plaintiffs then received a letter dated August 29, 2010 indicating that the Property would be sold at foreclosure on September 14, 2010 on the front steps of the Newport News Circuit Court. A true and complete copy of the letter is attached hereto as Exhibit "D."

18. Mr. Moore immediately contacted BAC Home Loans after receiving the letter, and on or about September 1, 2010, Mr. Moore was told that BAC Home Loans would immediately contact its underwriter and "speed up" his application.

19. Mr. Moore then contacted BAC Home Loans again, two days prior to the foreclosure, on September 12, 2010 and was told by the representative that they would

stay on the phone with him until this matter was resolved. A representative of BAC Home Loans then came on the phone and told Mr. Moore for the first time that his application had not been assigned to anyone and that the application had not even begun to be processed. Mr. Moore was assured that the application was being forwarded for immediate attention.

20. Mr. Moore then called again on September 13, 2010 and spoke with another representative of BAC Home Loans. He was told that his application had been completely mishandled and that they were sorry.

21. Mr. Moore then spoke again with a representative of BAC Home Loans on the morning of the foreclosure and was told that their "communication process" was very poor and that they were truly sorry for not having processed the application as promised.

22. Mr. Moore then received a notice in the mail dated September 18, 2010 indicating that Fannie Mae was the fee simple owner of the property following the foreclosure. Fannie Mae is therefore a real party in interest to this action. A true and complete copy of the mailed notice is attached hereto as Exhibit "E."

23. More disturbingly, the Plaintiffs then received a letter dated September 30, 2010 from BAC Home Loans thanking them for submitting their application and that they would be notified within thirty (30) days regarding their eligibility. A true and complete copy of BAC Home Loans' letter is attached hereto as Exhibit "F". To date, the Plaintiffs have never been notified as to whether their application was accepted or denied.

**COUNT I: FRAUD**  
**(As to BAC Home Loans only)**

24. The Plaintiffs re-allege the above paragraphs as if fully set forth herein.

25. The aforementioned statements and assurances stated above constitute a material misrepresentation of present fact for which the Plaintiffs relied to their detriment and have suffered and incurred damages.

26. Agents and representatives of BAC Home Loans stated to the Plaintiffs that their application was being processed and that they should cease making mortgage payments. The Plaintiffs were further assured and told that their home would not go into foreclosure so long as their application was being reviewed and that, in fact, their application was being reviewed.

27. Each of the aforementioned representations was false and was made for the purpose of inducing reliance and under which the Plaintiffs did so rely to their detriment.

28. The aforementioned actions constitute actual fraud for which the Plaintiffs have suffered and incurred damages, including but not limited to, the loss of the Property.

29. The actions of BAC Home Loans were committed willfully, wantonly, and in conscious and reckless disregard for the rights of the Plaintiffs.

## **COUNT II: RECISSION OF FORECLOSURE**

30. The Plaintiffs re-allege the above paragraphs as if fully set forth herein.

31. The foreclosure of the Property was procured through fraud on the part of BAC Home Loans.

32. As a direct and proximate result of the fraudulent actions described above, the Plaintiffs have suffered a foreclosure for which equity demands that such foreclosure be rescinded through Order or Decree of this Court.

33. The relief requested herein, if granted, relieves a hardship occasioned upon the Plaintiffs that far outweighs any hardship of the Defendants.

34. The Plaintiff has no adequate remedy at law.

**WHEREFORE** the Plaintiffs, Eric S. Moore, Sr. and Brenda Moore, request that this Honorable Court enter judgment in their favor and grant them the following relief:

A. An Order finding that the foreclosure was fraudulently procured and directing that the Clerk of this Honorable Court docket said Order in the land records for the Circuit Court for the City of Newport News rescinding the foreclosure and decreeing that such foreclosure and trustee's deed is null and void;

B. In the event that the Court finds that an Order as described above is not available or suitable for purposes of this action, the Plaintiffs request that this Honorable Court enter judgment against the Defendants, jointly and severally, for actual compensatory damages in an amount proven at trial;

C. Enter an Order awarding punitive damages against BAC Home Loans under Count I;

D. Awarding the Plaintiffs' their costs and attorney's fees; and

E. Such other relief as may be equitable and just under the circumstances.

## **PLAINTIFFS DEMAND A TRIAL BY JURY**

Eric S. Moore Sr.

ERIC S. MOORE, SR.

Brenda Moore

BRENDA MOORE

Joseph F. Verser, Esquire

**JONES, BLECHMAN, WOLTZ & KELLY, P.C.**

*Counsel for the Plaintiffs*

701 Town Center Drive, Suite 800

Post Office Box 12888

Newport News, Virginia 23612-2888

Telephone: (757) 873-8115

Telecopier: (757) 873-8103

Email Address: [jverser@jbwk.com](mailto:jverser@jbwk.com)

COMMONWEALTH OF VIRGINIA,  
City of Newport News, to-wit:

I, Sharon W. Mingee, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that **ERIC S. MOORE, SR.**, Plaintiff, being first duly sworn, has subscribed his name to the foregoing Complaint and made oath that the facts stated herein are true and correct to the best of his knowledge and belief before me in my said jurisdiction on this 1st day of March, 2011.

Sharon W. Mingee

Notary Public

My commission expires: 4/30/2013

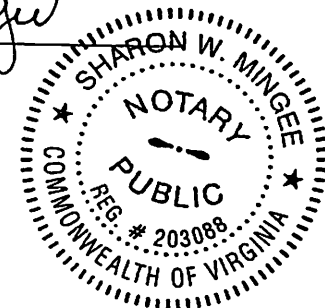
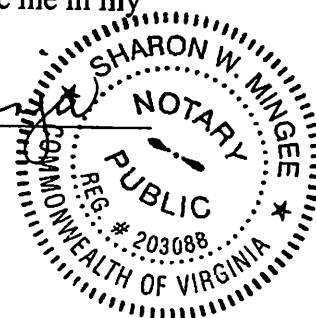
COMMONWEALTH OF VIRGINIA,  
City of Newport News, to-wit:

I, Sharon W. Mingee, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that **BRENDA MOORE**, Plaintiff, being first duly sworn, has subscribed his name to the foregoing Complaint and made oath that the facts stated herein are true and correct to the best of his knowledge and belief before me in my said jurisdiction on this 1st day of March, 2011.

Sharon W. Mingee

Notary Public

My commission expires: 4/30/2013



061155/30765

Prepared by: Reichle & Smith, P.C.  
5629 George Washington Memorial Highway  
Yorktown, Virginia 23692

PIN# 061000280

Pet # 060635

Consideration: \$290,000.00

THIS DEED, made this 7<sup>th</sup> day of August 2006, by and between **BRADLEY W. SMITH** and **KELLIE A. LIZOTTE-SMITH**, herein known as Grantor; and **ERIC S. MOORE** and **BRENDA MOORE**, party of the second part, herein known as Grantee, whose address for mailing purposes is 462 Waverly Place, Newport News, Virginia 23608.

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00) cash in hand paid from the Grantee to the Grantors, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, sell and convey, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto the grantees, husband and wife, as tenants by the entireties with the right of survivorship as at common law, the following described property, to-wit:

TAX ID # 06100280

All that certain lot, piece or parcel of land situate, lying and being in the City of Newport News, Virginia, known and designated as Lot Numbered Three (3), as shown on that certain plat entitled, "Colony Pines, Section Nine-A; Newport News, Virginia", made by Alfonso & Associates, Inc., Surveying, Land Development Planning, Newport News, Virginia, and dated January 28, 1992, a copy of which plat is duly recorded in the Clerk's Office of the Circuit Court for the City of Newport News, Virginia, in Deed Book 1269, page 704, to which reference is here made.

More commonly known as 462 Waverly Place, Newport News, Virginia.

Together with all and singular the buildings and improvements thereon, the rights and privileges, tenements, hereditaments, easements and appurtenances unto the said land belonging or in anywise appertaining.

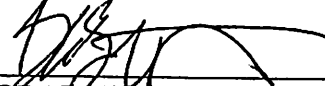
Subject to restrictions, covenants, conditions and easements of record contained in duly recorded deeds, plats and other instruments constituting actual or constructive notice in the chain of title to the property hereby conveyed, which have not expired or have not otherwise become ineffective.

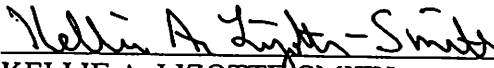


STATE TAX \$ 725.00  
CITY TAX \$ 244.67

It being the same property conveyed unto the Grantor herein by Deed dated October 11, 1995 from Pascual V. Arances and Alicia T. Arances and recorded in the Clerk's Office of the Circuit Court for the City of Newport News, Virginia in Deed Book 1414 at Page 751.

WITNESS the following signatures and seal.

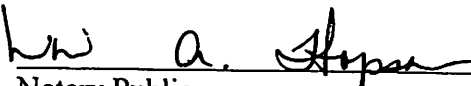
  
BRADLEY W. SMITH (SEAL)

  
KELLIE A. LIZOTTE-SMITH (SEAL)

STATE OF VIRGINIA  
CITY/COUNTY OF York, To-Wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, whose commission expires on the 30<sup>th</sup> day of September, 2009, do hereby certify that BRADLEY W. SMITH, who signed his name to the foregoing writing bearing date on the 7<sup>th</sup> day of August 2006, has acknowledged the same before me in the jurisdiction aforesaid.

GIVEN under my hand this 7<sup>th</sup> day of August 2006.

  
Notary Public

STATE OF VIRGINIA  
COUNTY OF YORK, To-Wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, whose commission expires on the 30<sup>th</sup> day of September, 2009, do hereby certify that KELLIE A. LIZOTTE-SMITH, who signed her name to the foregoing writing bearing date on the 7<sup>th</sup> day of August 2006, has acknowledged the same before me in the jurisdiction aforesaid.


GIVEN under my hand this 7<sup>th</sup> day of August 2006.

  
Notary Public

THIS DEED WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH TO ASCERTAIN THE CORRECTNESS OF THE CONTENTS HEREIN.

**NOTICE:** In the Clerk's office of the Circuit Court for the City of Newport News.  
On 9 day of August, 2006, at 2:02 o'clock P.M. I hereby  
attest, and admitted to record at 2:02 o'clock P.M. I hereby  
the tax imposed by Section 58-54.1 in the amount of \$ 290.00 has been paid.

Test: REK A. DAVIS, Clerk

By 

## NOTE

August 8, 2006  
[Date]

Newport News  
[City]

Virginia  
[State]

462 Waverly Place, Newport News, VA 23608  
[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S.\$ 290,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is American Home Mortgage

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.625 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on October 1, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on September 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at PO Box 660029, Dallas, TX 75266-0029 or at a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S.\$ 2,052.60

### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

DOC #:316751

APPL #:0001335077

VIRGINIA FIXED RATE NOTE-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

UM31 0005



-5N(VA) (0005)

Form 3247 1/01

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 3

Initials

*AM*



147968413 N 001 001

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor and waive the benefit of the homestead exemption as to the Property described in the Security Instrument (as defined below). "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

*Eric S. Moore Sr.*

Eric S. Moore Sr

(Seal)

-Borrower

*Brenda Moore*

Brenda Moore

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

PAY TO THE ORDER OF

Countrywide Bank, N.A.

[Sign Original Only]

This is to certify that this is the Note described in and secured by a Deed of Trust dated August 8, 2006 on the Property located in Newport News City, Virginia.

My Commission Expires: 4/30/10

USA TURCO  
ASST. SECRETARY

Notary Public



J.A. STOVER  
Notary Public

Commonwealth of Virginia  
My Commission Expires April 30, 2010

Form 3247 1/01

DOC #316753

UZAP-SN(VA) (0005)

APPL #: 0001335077

Page 3 of 3

PAY TO THE ORDER OF:  
COUNTRYWIDE HOME LOANS, INC.

WITHOUT RECOURSE  
COUNTRYWIDE BANK, N.A.

BY: Laurie Meder  
LAURIE MEDER, SVP

PAY TO THE ORDER OF:

WITHOUT RECOURSE  
COUNTRYWIDE HOME LOANS, INC.

BY: Michele Sjolander  
MICHELE SJOLANDER, EVP

We need important information  
before we can determine if you are  
eligible for a loan modification.

We must receive it  
by August 20, 2010

ERIC S MOORE  
BRENDA MOORE  
462 Waverly Pl  
Newport News, VA 23608

Loan Number: [REDACTED]

Notice Date: July 21, 2010

Dear ERIC S MOORE and BRENDA MOORE:

Thank you for your interest in the federal government's Home Affordable Modification Program. The program requires we receive certain financial information from you in order to verify your eligibility to begin the process toward a permanent home loan modification and a more affordable monthly mortgage payment.

As of now, we are **still missing some of the required documents or some of the documents were sent to us with missing or incorrect information.** We can't complete our eligibility review until we receive the following additional and/or correct and complete information from each borrower by August 20, 2010.

- Copy of the two most recent pay stubs not more than 90 days old indicating year-to-date earnings (clean and readable)
- A signed and dated copy of the enclosed IRS form 4506-T (Request for Transcript of Tax Return) for each borrower. Borrowers who filed their tax returns jointly may send in one IRS Form 4506-T signed and dated by both of the joint filers
- Verification of Employment


**Please note: Keep a copy of all documents for your records. Do not send original income documentation.**

Please complete and fax the remaining documentation to us at 1.888.258.7329 or send to us using the enclosed FedEx envelope. **We must receive this information no later than August 20, 2010.** Once we receive your remaining documentation, we will notify you of the next steps in the Home Affordable Modification Program process.

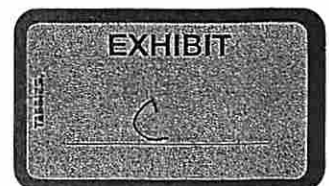
If you have any questions about our request for documents or want to confirm that we have received your missing information, please call us at 1.877.201.3524.

We want to work with you and urge you to send us your documentation as soon as possible.

Home Retention Division  
BAC Home Loans Servicing, LP

**Bank of America**  **Home Loans**

***P.S. It is critical that you send us the information we need to determine if you are eligible for the Home Affordable Modification Program and a more affordable loan payment. Please return your documents no later than August 20, 2010.***



*Law Offices  
of  
Shapiro & Burson, LLP*

August 29, 2010

ERIC S. MOORE, SR.  
462 WAVERLY PLACE  
Newport News, VA 23608

RE: 462 WAVERLY PLACE, Newport News, VA 23608  
BAC Home Loans Servicing, LP  
Loan No. [REDACTED] S&B No. 10-193869D

Dear Sir/Madam:

WARNING  
YOUR PROPERTY WILL BE SOLD AT FORECLOSURE

Notice is hereby given that a foreclosure sale of the above mentioned property will occur on September 14, 2010 at 10:30 AM at the front of the southern entrance of the Circuit Court building for the City of Newport News located at 2500 Washington Avenue, Newport News, Virginia.

You have the right to stop the foreclosure by paying the ENTIRE LOAN (the principal with all interest) including all the amounts due to the lender and all costs and expenses. You may have the right to reinstate your loan to prevent foreclosure. However, to reinstate you must pay the arrears due to the lender AND you must also pay all costs and expenses properly associated with the foreclosure.

If you want to reinstate, or pay off the entire principal balance to prevent foreclosure, contact this office. DO NOT COME TO THIS OFFICE OR ATTEMPT TO PAY UNLESS YOU HAVE CALLED TO GET THE EXACT AMOUNT DUE!

You must make payment by certified check or cashier's check. Personal checks, third party checks and money orders will not be accepted. Checks must be made payable to SHAPIRO & BURSON, LLP -- DO NOT MAKE THEM PAYABLE TO YOUR LENDER.

For your reinstatement figures and/or payoff figures contact us at the number listed below or send a request via Internet E-mail to [FIGURES.VA@LOGS.COM](mailto:FIGURES.VA@LOGS.COM)

NO DEBT COLLECTION ATTEMPT WILL BE MADE IN VIOLATION OF ANY  
BANKRUPTCY DISCHARGE, BANKRUPTCY LAW OR COURT ORDER.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

NO DEBT COLLECTION ATTEMPT WILL BE MADE IN VIOLATION OF THE AUTOMATIC STAY OF 11 U.S.C. SECTION 362(a), OR OF ANY  
BANKRUPTCY DISCHARGE OR BANKRUPTCY COURT ORDER

236 Clearfield Avenue, Suite 215, Virginia Beach, Virginia 23462  
E-mail [REQUESTS.VAB@LOGS.COM](mailto:REQUESTS.VAB@LOGS.COM)  
(757) 687-8777 Facsimile (757) 687-8810 »



TRUSTEE'S SALE OF  
462 WAVERLY PLACE, Newport News, VA 23608

In execution of a Deed of Trust in the original principal amount of \$290,000.00, with an annual interest rate of 5.6250% from ERIC S. MOORE, SR. AND BRENDA MOORE dated August 8, 2006, recorded among the land records of the Circuit Court for the CITY OF NEWPORT NEWS as Deed Book/Instrument # 2165 PG 0767, the undersigned appointed Substitute Trustee will offer for sale at public auction in the CITY OF NEWPORT NEWS, at the front of the southern entrance of the Circuit Court building for the City of Newport News located at 2500 Washington Avenue, Newport News, Virginia on September 14, 2010 at 10:30 AM, the property with improvements to wit:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE CITY OF NEWPORT NEWS, VIRGINIA, KNOWN AND DESIGNATED AS LOT NUMBERED THREE ( 3 ), AS SHOWN ON THAT CERTAIN PLAT ENTITLED, "COLONY PINES, SECTION NINE-A, NEWPORT NEWS, VIRGINIA", MADE BY ALFONSO & ASSOCIATES, INC., SURVEYING, LAND DEVELOPMENT PLANNING, NEWPORT NEWS, VIRGINIA, AND DATED JANUARY 28, 1992, A COPY OF WHICH PLAT IS DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE CITY OF NEWPORT NEWS, VIRGINIA, IN DEED BOOK 1269, PAGE 704, TO WHICH REFERENCE IS HERE MADE.

AND further described in the above Deed of Trust. (Tax Map No. 061.00-02-80)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

TERMS OF SALE: ALL CASH. A bidder's deposit of \$15,000.00 or 10% of the sale price; whichever is lower, will be required in cash, certified or cashier's check. Settlement within fifteen (15) days of sale, otherwise Trustees may forfeit deposit. Additional terms to be announced at sale. Loan type: Conventional. Trustee's File No. 10-193869D.

PROFESSIONAL FORECLOSURE CORPORATION OF VIRGINIA, Substitute Trustees, C/O SHAPIRO & BURSON, LLP, 236 Clearfield Avenue, Suite 215, Virginia Beach, VA 23462 (757) 687-8777.

Instrument Control Number

# Commonwealth of Virginia

## Land Record Instruments

### Cover Sheet - Form A

[ILS VLR Cover Sheet Agent 1.0.66]

T  
A  
X  
  
E  
X  
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M  
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C  
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R  
P

Date of Instrument: [8/6/2010 ]

Instrument Type: [ST ]

Number of Parcels [ 1]

Number of Pages [ 2]

City ☒ County ☐ [City Of Newport News ] (Box for Deed Stamp Only)

## First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[MOORE ]	[ERIC ]	[S ]	[SR ]
[MOORE ]	[BRENDA ]	[ ]	[ ]

## First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[ ]	[ ]	[ ]	[SUB TR ]
[ ]	[ ]	[ ]	[ ]

Grantee Address (Name) [PROFESSIONAL FORECLOSURE CORPORATION OF VIRGINIA]  
 (Address 1) [236 CLEARFIELD AVENUE]  
 (Address 2) [SUITE 215]  
 (City, State, Zip) [VIRGINIA BEACH ] [VA ] [23462 ]

Consideration [0.00 ] Existing Debt [0.00 ] Assumption Balance [0.00 ]

Prior Instr. Recorded at: City ☐ County ☐ [ ] Percent. in this Juris. [ 100]

Book [2165 ] Page [0767 ] Instr. No [ ]

Parcel Identification No (PIN) [061.00-02-80 ]

Tax Map Num. (if different than PIN) [061.00-02-80 ]

Short Property Description [LOT 3, SEC 9 ]

Current Property Address (Address 1) [462 WAVERLY PLACE ]

(Address 2) [ ]

(City, State, Zip) [NEWPORT NEWS ] [VA ] [23608 ]

Instrument Prepared by [SHAPIRO &amp; BURSON, LLP ]

Recording Paid for by [SHAPIRO &amp; BURSON, LLP ]

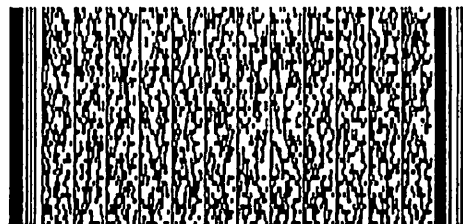
Return Recording to (Name) [SHAPIRO &amp; BURSON, LLP ]

(Address 1) [236 CLEARFIELD AVENUE ]

(Address 2) [SUITE 215 ]

(City, State, Zip) [VIRGINIA BEACH ] [VA ] [23462 ]

Customer Case ID [10-193869D ] [ ] [ ]



Instrument Control Number

**Commonwealth of Virginia**  
**Land Record Instruments**  
**Continuation Cover Sheet**  
**Form B**

[ILS VLR Cover Sheet Agent 1.0.66]

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Date of Instrument: [8/6/2010 ]

Instrument Type: [ST ]

Number of Parcels [ 1 ]

Number of Pages [ 2 ]

City ☒ County ☐ [City Of Newport News ] (Box for Deed Stamp Only)

## Grantors/Grantees/Parcel Continuation Form B

Last Name				First Name				Middle Name or Initial				Suffix			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAC HOME LOANS	}}		}}								
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	COUNTRYWIDE HOM	}}		}}								
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	HUSTON	}}	DOUGLAS	}}								
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		}}		}}								
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Prior Instr. Recorded at: City ☐ County ☐ [ ] Percent. in this Juris. [ ]

Book [ ] Page [ ] Instr. No [ ]

Parcel Identification No (PIN) [ ]

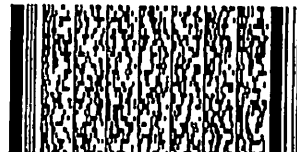
Tax Map Num. (if different than PIN) [ ]

Short Property Description [ ]

Current Property Address (Address 1) [ ]

(Address 2) [ ]

(City, State, Zip) [ ] [ ] [ ]



TAX MAP # 061.00-02-80

S&B#: 10-193869D

APPOINTMENT OF SUBSTITUTE TRUSTEES

WHEREAS, BAC HOME LOANS SERVICING, L.P. FKA COUNTRYWIDE HOME LOANS SERVICING, L.P. is the present holder or authorized agent of the holder of the Note secured by the below described Deed of Trust (hereafter referred to as "Noteholder"), GRANTOR herein, and the "Original Grantor(s)" of said Deed of Trust is/are ERIC S. MOORE, SR. AND BRENDA MOORE, GRANTOR(S) for recordation; And the Grantee(s) herein is "Substitute Trustee" PROFESSIONAL FORECLOSURE CORPORATION OF VIRGINIA whose place of business is 236 Clearfield Avenue, Suite 215, Virginia Beach, VA 23462.

WHEREAS, by a Deed of Trust dated August 8, 2006, and recorded among the land records of the CITY OF NEWPORT NEWS, Virginia, as Deed Book/instrument number 2165 PG 0767, the said "Original Grantor(s)" conveyed to DOUGLAS HUSTON the Original Trustee(s) certain real property described in said Deed of Trust to secure an indebtedness evidenced by a promissory note of the same date and also described in said Deed of Trust, which said Deed of Trust provides that the Noteholder may remove the Original Trustees and appoint substitute trustees; and

NOW, THEREFORE, by virtue of the authority contained in the aforementioned Deed of Trust, the undersigned Noteholder does hereby remove the Original Trustees and/or successors and appoint as Substitute Trustee the GRANTEE, and said Substitute Trustee may act in accordance with the provisions of said Deed of Trust, and does succeed to all the title, power and duties conferred upon the Original Trustee(s) by the terms of said Deed of Trust and by applicable law.

WITNESS the following signature dated AUGUST 6<sup>TH</sup>, 2010.

NOTEHOLDER: BAC HOME LOANS SERVICING, LP FKA/ COUNTRYWIDE HOME  
LOANS SERVICING, L.P.

(Seal)

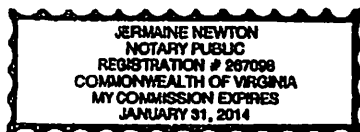
By: *Shanna Simmons*

Name: SHANNA SIMMONS

Title: ATTORNEY-IN-FACT

STATE OF ) VIRGINIA  
COUNTY OF ) VIRGINIA BEACH

On AUGUST 6<sup>TH</sup> 2010, before me, JERMAINE NEWTON, personally appeared SHANNA SIMMONS personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

*Jermaine Newton*

Notary Public

My Commission expires:

PREPARED BY AND RETURN TO:  
SHAPIRO & BURSON, LLP  
236 CLEARFIELD AVENUE, SUITE 215  
VIRGINIA BEACH, VA 23462

File 10-193869D

PREPARED BY: SHAPIRO & BURSON, LLP  
236 CLEARFIELD AVE, SUITE 215  
VIRGINIA BEACH, VA 23462

**KNOWING YOUR OPTIONS****Important Notice to Occupants**Property Address: 462 WAVERLY PL, NEWPORT NEWS, VA 23608Date of Notice: SEPTEMBER 18, 2010

This property is now owned by Fannie Mae. If you are living in this property, you have several options. Fannie Mae has engaged a real estate agent to manage this property, and as an occupant of this property, to make you aware of some options that may be available. Please review the information within this notice thoroughly and contact the agent listed below immediately to advise of your intentions. If you have questions regarding your rights, you should seek the advice of an attorney – find attorneys in your area at [www.findlegalhelp.org](http://www.findlegalhelp.org).

**Option 1: Rent This Property**

If you are renting this property, you might have the right to continue living in the property under your existing lease or tenancy. Many tenancies are protected by the *Protecting Tenants at Foreclosure Act of 2009* or other applicable law.

Fannie Mae also offers the following lease options to eligible occupants in eligible properties:

- ☐ 12-month term lease with relocation assistance at the end of the lease (no security deposit or credit check required)
- ☐ Month-to-month (no security deposit or credit check required)

**Option 2: Relocate With Assistance**

Renters and former borrowers might be eligible for financial relocation assistance to help cover expenses associated with moving. To qualify, you must:

- ☐ Sign an agreement with Fannie Mae to move out of the property
- ☐ Leave the property in broom-swept condition before you can receive payment

**Next Steps – Contact Information**

Call the agent listed below within 10 days to let us know if you wish to pursue either of the options described above or if you wish to purchase the property. If we do not hear from you within ten (10) days from the date of this notice, we will assume that you are not seeking any of these options, although failure to notify Fannie Mae within ten (10) days will not result in a waiver of any of your rights.

- ☐ If you communicate your desire to continue renting, a Property Manager will contact you within a few days to evaluate your lease options.
- ☐ Rent payments due should no longer be sent to the previous owner and should instead be paid to the Property Manager or the agent listed below.

**Fannie Mae-Assigned Real Estate Agent – Contact Information**

<b>Agent Name:</b>	EVELYN STATON
<b>Company Name:</b>	CENTURY 21 NACHMAN REALTY
<b>Company Address:</b>	1932 COLISEUM DR HAMPTON, VA 23666
<b>Office Phone:</b>	757-827-1400
<b>Cell Phone:</b>	757-286-6794
<b>E-mail:</b>	evstaton@livenet.net

If no agent contact information is provided here, or if you have any concerns regarding the broker or property manager assigned to manage your property, please call Fannie Mae at 1-800-732-6643.

ON\_KYO1002F



Thank you for sending  
your financial documents.

Here's what to expect next.

ERIC S MOORE  
BRENDA MOORE  
462 Waverly Pl  
Newport News, VA 23608

Loan Number: [REDACTED]

September 30, 2010

Dear ERIC S MOORE and BRENDA MOORE:


Thank you for sending your financial documents to support the Home Affordable Modification Program loan modification eligibility review. We are pleased to let you know that we have received your documents. We are reviewing them to determine if your loan is eligible so you can begin the process toward a permanent loan modification and a more affordable monthly mortgage payment.

Within 30 days, you will hear from us about your eligibility for a loan modification. We will give you **one** of these three responses:

- You are accepted into the program with instructions on how to proceed
- You are declined from the program, but we may have other options to help you avoid foreclosure
- We need more information from you to make our decision

Thank you for your interest in the Home Affordable Modification Program. We will be in touch soon.

Home Loan Team  
BAC Home Loans Servicing, LP

**Bank of America**  **Home Loans**

*p.s. For your convenience, and to ensure you receive all required program documents in a timely manner, this package may be sent via multiple delivery methods and to all addresses on file with us. If you receive multiple packages that are identical, you only need to return one complete package with all required documents to us.*

Mortgages funded and administered by an Equal Housing Lender.  
Protect your personal information before recycling this document.

